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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding	91197038
Party	Defendant Sonja Taylor
Correspondence Address	SONJA TAYLOR CHEROKEE ARABIANS 80515 ELLIOTT RD BUSH, LA 70431 UNITED STATES sonja@cherokeearabians.com
Submission	Answer
Filer's Name	Sonja Taylor
Filer's e-mail	sonja@cherokeeArabians.com
Signature	/Sonja Taylor/
Date	01/12/2011
Attachments	Answers to Objection.pdf (6 pages)(1490873 bytes)

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

In the matter of Trademark Application Serial No.: 77663620

For the Mark: **CHEROKEE ARABIANS**

Published in the Official Gazette on: June 22, 2010

**CHEROKEE NATION, a federally
recognized Indian tribe, and CHEROKEE
ENTERTAINMENT, LLC**

Oposers,

v.

Opposition No. 91197038

Sonja Taylor,

Applicant.

ANSWER TO OPPOSITION

The Applicant believes that no cause exists for the Opposers Opposition to the Applicant's CHEROKEE ARABIANS mark and provides the following answers to the Opposers claims:

1. Defendant admits that Cherokee Nation is a federally recognized Indian trib. Furthermore, the Defendant asserts that citizens of the Cherokee Nation represent a small minority of the Cherokee people throughout the world.
2. The defendant stipulates the Cherokee Nation has used the mark CHEROKEE NATION for some period. The Defendant denies that the Cherokee Nation has used the mark CHEROKEE lawfully. The CHEROKEE mark is a federally registered mark of Tiffany Adams of Winnetka, CA providing "adult entertainment" services including "live-action"

programs. Furthermore, the defendant asserts that the use of the CHEROKEE mark has damaged her business and related CHEROKEE ARABIANS mark.

3. The defendant stipulates that the CHEROKEE NATION mark has been used by the Opposer. The defendant denies that the Opposer has properly used the CHEROKEE mark.

4. The defendant stipulates that the Opposer owns and has used the CHEROKEE PHOENIX mark for media related goods and services.

5. The defendant stipulates that the Opposer owns and has used the GWY mark for beverage related goods and services. The defendant asserts that any translations and/or interpretations of the GWY mark between languages are immaterial to this proceeding.

6. The defendant stipulates that the Opposer has used various marks for both proper and improper purposes for a number of years.

7. The defendant stipulates that the Opposer operates CNE as a limited liability company under CHEROKEE NATION.

8. The defendant stipulates that the Opposer's CNE company assists CHEROKEE NATION with business affairs.

9. The defendant stipulates that the Opposer's CNE company operates entertainment businesses.

10. The defendant stipulates that the Opposer CNE has used the CHEROKEE NATION ENTERTAINMENT and CHEROKEE NATION ENTERPRISES marks for some period.

11. The defendant stipulates that the Opposer CNE is the owner of the following marks: CHEROKEE CASINO RESORT, CHEROKEE HILLS GOLF CLUB, TEAM CHEROKEE, and CHEROKEE STAR REWARDS.

12. The defendant stipulates that the Opposer CNE has used the following marks in commerce for a period of time: CHEROKEE NATION ENTERTAINMENT, CHEROKEE NATION ENTERPRISES.

13. The defendant admits that she is the owner of the CHEROKEE ARABIANS mark.

14. The defendant stipulates that the breeding and usage of horses are significant attributes of many cultures of people throughout the world. The defendant denies that the breeding and use of horses are distinctive of CHEROKEE NATION's people.

15. The defendant stipulates that the Opposer CNE owns and operates horse-racing facilities. The defendant denies that this ownership grants CHEROKEE NATION unique rights to horse breeding or any other use.

16. The defendant stipulates that the Opposer CNE is the owner of the mark CHEROKEE CASINO WILL ROGERS DOWNS for entertainment services.

17. The defendant stipulates that the Opposer CNE is the owner of the mark BLUE RIBBON DOWNS for entertainment services.

18. The defendant re-asserts her claims in her application but denies that she claimed any connection to or affiliation with the Opposers.

19. The defendant denies that she does or intends to advertise, promote, or offer goods and services through the same channels of trade or class of individuals as the Opposers.

20. The defendant denies that her CHEROKEE ARABIANS mark closely resembles any of the Opposers marks. This is evident in the establishment and use of numerous marks not owned by either the Opposer or the Defendant. These include, but are not limited to the following: CHEROKEE (adult entertainment), CHEROKEE (cigarettes), CHEROKEE (horse trailers), CHEROKEE (power saws), CHEROKEE (motorcycles), GRANT CHEROKEE, CHEROKEE STATION, CHEROKEE MARINE SERVICES OF NC, BANKCHEROKEE, CHEROKEE HILLS GOLF CLUB, CHEROKEE SKY, CHEROKEE WHOLESALERS, INC., CATCH THE CHEROKEE SPIRIT, CHEROKEE PHARMACEUTICALS A PRWT LIFE SCIENCES COMPANY, and many others.

21. The defendant denies that her CHEROKEE ARABIANS mark closely neither resembles nor implies a connection with any of the Opposers marks. This is evident in the establishment and use of numerous marks not owned by either the Opposer or the Defendant. These include, but are not limited to the following: CHEROKEE (adult entertainment), CHEROKEE (cigarettes), CHEROKEE (horse trailers), CHEROKEE (power saws), CHEROKEE (motorcycles), GRANT CHEROKEE, CHEROKEE STATION, CHEROKEE MARINE SERVICES OF NC, BANKCHEROKEE, CHEROKEE HILLS GOLF CLUB, CHEROKEE SKY, CHEROKEE WHOLESALERS, INC., CATCH THE CHEROKEE SPIRIT, **CHEROKEE** PHARMACEUTICALS A PRWT LIFE SCIENCES COMPANY, and many others.

22. The defendant denies that her CHEROKEE ARABIANS mark is deceptive or misrepresentative. The defendants mark is clearly distinctive in the market and solely represents her business and related goods and services. This is evident in the establishment and use of numerous marks not owned by either the Opposer or the Defendant. These include, but are not limited to the following: CHEROKEE (adult

entertainment), CHEROKEE (cigarettes), CHEROKEE (horse trailers), CHEROKEE (power saws), CHEROKEE (motorcycles), GRANT CHEROKEE, CHEROKEE STATION, CHEROKEE MARINE SERVICES OF NC, BANKCHEROKEE, CHEROKEE HILLS GOLF CLUB, CHEROKEE SKY, CHEROKEE WHOLESALERS, INC., CATCH THE CHEROKEE SPIRIT, **CHEROKEE** PHARMACEUTICALS A PRWT LIFE SCIENCES COMPANY, and many others.

23. The defendant denies that her CHEROKEE ARABIANS mark is disparaging to CHEROKEE NATION nor will bring disrepute to Opposer's marks.

24. The defendant re-asserts her entitlement to the CHEROKEE ARABIANS mark and has sufficiently complied with all Federal and International laws as indicated by her mark's acceptance for publication.

25. The defendant denies that her mark CHEROKEE ARABIANS falsely leads consumers to believe her goods and services are affiliated in any way with the Opposer. Furthermore, the Federal government has a judiciary responsibility to all Americans regardless of decent including the Defendant.

26. The defendant denies that her mark CHEROKEE ARABIANS has or will damage the Opposer in any way.

WHEREFORE, with the lack of evidence and cause brought by the Opposer, the Defendant prays that this opposition be rejected and the **CHEROKEE ARABIANS** mark remain in good standing.

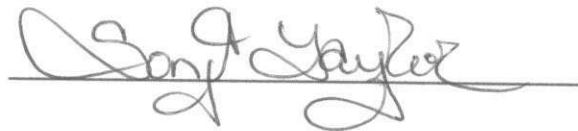
Respectfully submitted this 12th day of January, 2011.



SONJA TAYLOR
CHEROKEE ARABIANS
80515 ELLIOTT RD
BUSH, LA 70431
UNITED STATES

CERTIFICATE OF TRANSMISSION

I HEREBY CERTIFY THAT THIS CORRESPONDANCE IS BEING ELECTRONICALLY TRANSMITTED VIA
ESTTA TO THE U.S. PATENT AND TRADEMARK OFFICE ON THIS 12TH DAY OF JANUARY, 2011.



CERTIFICATE OF SERVICE

I HEREBY CERTIFY THAT A TRUE AND CORRECT COPY OF THE **FORGOING ANSWER TO
OPPOSITION** WAS SENT ON THIS 12TH DAY OF JANUARY, 2011 BY U.S. MAIL, FIRST-CLASS, WITH PROPER
POSTAGE PAID TO:

ANTHONY J JORGENSON
HALL ESTILL HARDWICK GABLE GOLDEN & NELSON PC
320 S BOSTON AVE, STE 200
TULSA, OK 74103
UNITED STATES

